

INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

JUN 23, 2005 10:00 AM

PURCHASING AGENCY NO. : 107001

VENDOR NO. :
SOLICITATION : 2200291
FILE NO. : M26034W
OPENING DATE : 06/23/05**SEE NO. 8 BELOW. RETURN BID TO**2200291 06/23/05 10:00 AM
M26034WOFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095BUYER : BECKIE SICARD
BUYER PHONE : (225) 342-6634
DATE ISSUED : 05/31/05
REQ. AGENCY : 107509 FOLD HERE-->
DIVISION OF ADMINISTRATIONAGENCY REQ. NO. :
ISIS REQ. NO. : 1277067
VENDOR PHONE :
FISCAL YEAR : 06
CLASS/SUBCLASS : 93625
SCHEDULED BEGIN DATE : 00/00/00
SCHEDULED END DATE : 00/00/00
T-NUMBER :MAINTENANCE ON LIEBERT POWER
DISTRIBUTION UNITS (PDU'S)

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% OF BID.
7. DESIRED DELIVERY: _____ 001DAYS ARO
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)NAME OF BIDDER
(TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:
 NA
 NA
 NA

13. BID FORMS.
 ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
 A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
 B. BID FILLED OUT IN PENCIL; AND
 C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
 ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
 BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
 BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.
 UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
 BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
 VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:
 OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

6 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

7 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

8 IN THE EVENT THE STATE CHOOSES TO MAINTAIN THE EQUIPMENT THROUGH THE STATEWIDE EQUIPMENT MAINTENANCE PROGRAM CONTRACT, THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT, IN WHOLE OR IN PART, WITH NINETY (90) DAYS WRITTEN NOTICE.

9 FULL SERVICE MAINTENANCE OF EQUIPMENT

SUCCESSFUL BIDDER IS REQUIRED TO HAVE AUTHORIZED SERVICE CENTER(S) OR AUTHORIZED SERVICE DEALER(S) LOCATED WITHIN, OR NEAR THE STATE OF LOUISIANA, IN ORDER TO PROVIDE THE MAINTENANCE COVERAGE LISTED.

1. THE FULL SERVICE MAINTENANCE COST IS INCLUSIVE OF ALL COST FOR FULL PREVENTATIVE MAINTENANCE, EMERGENCY CALLS, PARTS, LABOR AND ALL OTHER CHARGES REQUIRED TO KEEP THE EQUIPMENT FULLY

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OPERATIONAL AND MAINTAINED IN GOOD WORKING CONDITION.

2. EQUIPMENT MAINTAINED BY SUCCESSFUL BIDDER'S AUTHORIZED REPRESENTATIVE UNDER PRIOR WARRANTY AND/OR MAINTENANCE SERVICE AGREEMENTS WILL NOT BE SUBJECT TO CHARGES FOR INSPECTION AND/OR REPAIRS NECESSARY TO BRING EQUIPMENT UP TO GOOD OPERATING CONDITION EXCEPT IN INSTANCES WHERE REPAIRS REQUIRED ARE DUE TO ABUSE AND/OR NEGLECT ON THE PART OF OPERATING PERSONNEL.
3. MACHINES BEING PLACED UNDER MAINTENANCE SERVICE SHALL BE IN GOOD OPERATING CONDITION AND SHALL BE SUBJECT TO PRIOR INSPECTION AT THE OPTION OF THE SUCCESSFUL BIDDER, EXCEPT AS STATED ABOVE.

SUCCESSFUL BIDDER MUST SUBMIT TO AGENCY AN ITEMIZED COST ESTIMATE (AT CONTRACT MAINTENANCE RATES) OF NECESSARY REPAIRS. USING AGENCIES MUST PROVIDE WRITTEN AUTHORIZATION TO SUCCESSFUL BIDDER PRIOR TO SUCCESSFUL BIDDER PERFORMING NECESSARY REPAIRS.
4. MAINTENANCE AGREEMENT SHALL INCLUDE BOTH PREVENTIVE MAINTENANCE AND REMEDIAL MAINTENANCE (UNSCHEDULED REPAIR SERVICE).
5. SUCCESSFUL BIDDER'S SERVICE PERSONNEL MUST CONTACT AUTHORIZED PERSONNEL AT THE USING AGENCY PRIOR TO PERFORMING SERVICE INSPECTIONS.
6. SUCCESSFUL BIDDER SHALL BE AVAILABLE ON-SITE WITHIN FOUR (4) HOURS OF AGENCY REQUEST.
9. FOR DISCONTINUATION OF MAINTENANCE PRIOR TO THE END OF THE CONTRACT PERIOD, THE USING AGENCY WILL BE REQUIRED TO GIVE THIRTY (30) DAYS WRITTEN NOTICE EXCEPT FOR REASONS OF (A) NON-APPROPRIATION OF FUNDS BY THE LEGISLATURE, OR (B) THE END OF THE MAINTENANCE PERIOD IDENTIFIED IN THE ORDER, OR (C) DEFAULT OF THE SUCCESSFUL BIDDER, OR (D) THE END OF THE FISCAL YEAR.
10. PLEASE LIST AUTHORIZED SERVICE CENTER(S) OR AUTHORIZED SERVICE DEALER(S) BELOW. INCLUDE COMPLETE NAME, ADDRESS, PHONE, FAX NUMBERS, AND CONTACT PERSON. USE ADDITIONAL PAPER OR BACK OF PAGE IF NECESSARY TO LIST ADDITIONAL SERVICE CENTER(S) OR DEALER(S).

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON: _____

PHONE: _____

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- 10 AFTER AWARD OF THIS MAINTENANCE CONTRACT, POOR MACHINE PERFORMANCE OR OTHER NON-COMPLIANCE WITH THE SPECIFICATIONS MAY BE GROUNDS TO INITIATE A CONTRACT CONTROVERSY HEARING.

- 11 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 12 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

- 13 IT SHALL BE DISTINCTLY AGREED AND UNDERSTOOD THAT THE PRICE QUOTED MUST BE A FIRM PRICE, AND NOT BE SUBJECT TO CHANGE THROUGHOUT THE CONTRACT TERM.

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14 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: DIVISION OF ADMINISTRATION OFFICE OF COMPUTING SERVICES ATTN DOUG COBB 1800 N. 3RD - ISB 2ND FL BATON ROUGE , LA 70802</p> <p>COMMODITY CODE: 936-25-000000</p> <p>TO ESTABLISH A CONTRACT TO PROVIDE MAINTENANCE SERVICE COVERING LIEBERT POWER DISTRIBUTION UNITS (PDU'S), AS PER THE ATTACHED SPECIFICATIONS.</p> <p>THIS CONTRACT SHALL BE FOR A PERIOD FROM JULY 1, 2005 OR DATE OF AWARD, WHICHEVER IS LATER THROUGH JUNE 30, 2006</p> <p>EQUIPMENT PER THE FOLLOWING:</p> <p>MODEL PPA075C2126325, SERIAL #336325-4 MODEL PPA100C2126325, SERIAL #336325-006 MODEL PPA050C2126325, SERIAL #336325-005 MODEL PPA075C2126325, SERIAL #236325-003 MODEL PPA075C2126325, SERIAL #336325-002 MODEL PPA050C2126325, SERIAL #336325-007 MODEL PPA075C, SERIAL #336325-1 MODEL PPA075C, SERIAL #519531-001 MODEL PPA075C, SERIAL #519531-002</p>	12	MO		

MAINTENANCE ON LIEBERT POWER DISTRIBUTION UNITS (PDU'S)

Scope of Work to include the following:

- Guaranteed 4-hour on-site response, 7 days/week, 24 hours/day
- 100% parts (excluding branch circuit breakers) coverage
- 100% labor and travel coverage 7 days/week, 24 hours/day
- Performed by Liebert factory trained Customer Engineers
- One annual preventative maintenance service scheduled by the customer at the customer's convenience (excluding national holidays)
- 1-800 Customer Response Center

Full Preventative Maintenance Service to include the following:

1. Perform a complete visual inspection of the internal sub-assemblies, wiring harnesses, contactors, cables, major components and check for proper clearance around the unit.
2. Inspect all transformer, terminal block, and ground/neutral bus bar connections for tightness.
3. Inspect input and output breaker(s) for tightness.
4. Inspect high and low voltage junction box terminals for tightness.
5. Inspect all option wiring for tightness. (Spike suppressor, ground fault, phase rotation/loss).
6. Inspect all capacitor bank connections for tightness.
7. Verify that all cooling fans are functional and air ducts are open.
8. Verify continuity of all fuses and that they are correctly rated.
9. Measure input and output phase to phase voltage.
10. Measure the output, neutral, and ground current.
11. Verify KVA load and capacity per phase.
12. Verify grounding electrode conductor and any isolated grounds.
13. Measure filter capacitor currents at no load for all three phases (if applicable).
14. Measure primary, secondary, 2nd harmonic, and 3rd harmonic (if applicable). All should be balanced within 2.5% deviation.
15. Verify EPO lamps are illuminated.
16. Check that the local and remote EPO's are functioning properly (if permitted).
17. Verify that the monitor is recording within +/-2% of those values measured.
18. Activate the transformer over-temp alarm and shutdown circuits to confirm proper operation (if permitted).
19. Verify the operation of any option for alarm or shutdown sequence (if permitted).
20. Verify the operation of any customer alarm circuit(s) and specified messages.
21. Verify specified restart capabilities (manual or auto-restart).
22. Verify the operation of the bypass switch and the bypass transformer over temp alarm (if applicable).

NOTE: Preventative Maintenance usually requires a shut-down to ensure electrical connection integrity.